

National Disaster Management Authority
Request for Proposal (RFP)
for
Preparation of a policy framework for human resource management for State
Disaster Management Authorities (SDMAs)

National Disaster Management Authority, A-1, Safdarjung Enclave, New Delhi on behalf of the President of India invites bids in **two bid system** (Technical & Financial) **from consulting firms found eligible during scrutiny of applications received from them at the stage of Expression of Interest** sought by NDMA vide EOI no. 1-78/2019-PP dated 11.10.2019 (**list enclosed as Annexure - IX**) for the purpose of **Preparation of a Policy Framework for Human Resource Management for State Disaster Management Authorities (SDMAs)**. The Objectives, Methodology and Scope of Work, Deliverables, Reporting and supervision etc are mentioned in the Terms of Reference (ToR) given below.

1.2 The eligible Consulting Firms, as per the above list **at Annexure - IX** must send their Technical & Financial proposals (as uploaded in NDMA's website www.ndma.gov.in) latest by **14:00 hrs** on **8th December, 2020**. Sealed Technical & Financial Proposals (**in separate sealed covers duly super-scribed and initialed across the seal and both these sealed covers are to be put in a bigger cover, otherwise bid shall be rejected straightaway**) should be dropped by hand in the tender box kept in the reception area of NDMA or sent by post at the following address:-

Deputy Secretary (PP),
National Disaster Management Authority,
Room no. 326, NDMA Bhawan,
A-1, Safdarjung Enclave,
New Delhi – 110029
Phone: 011-26701840

1.3 Procedure for submission of proposal is given at Annexure - I

1.4 Technical bids shall be opened in Auditorium, Ground Floor, NDMA Bhawan at 15:00 hrs on last date of submission of bid.

2. For further details, **Terms of Reference (ToR)** may be referred as follows:-

3. Terms of Reference (ToR):

3.1 Background:

The Disaster Management Act 2005 delineates a three-tier structure for disaster management in the country. Institutional and functional structure of disaster management has been described in the Act at National, State and District level. Section 14 to 24 of the Act describes various aspects relating to SDMAs, which clearly lay down their structure, functioning and roles & responsibilities towards effective disaster management in respective State/UT.

To perform the functions at national level for implementation of its policies and guidelines, SDMAs are an important link between national level policy making body and district level executing agencies. They play important role in transforming policies in to action. Despite this important position and roles of SDMAs, they are functioning at different levels in different States. There is no uniformity in structure and functioning of SDMAs and hence they operate at different levels, whereas threats of one or multiple disasters are largely similar for them. While some SDMAs are very active some are yet to make effective intervention.

3.2 Objectives:

Disasters faced by different states may be different but it is true that, in India, all states are vulnerable to one or more disasters. While disaster threats are similar, capacity of states to manage them varies significantly from one state to other. There is a need to understand why some states are performing well and why others have not yet come up to that level. The objective is to prepare a policy framework for the organizational structure and human resource for State Disaster Management Authorities (SDMAs), based on international best practices and in depth study of the functioning of the SDMAs. Objectives of the proposed study include:

- (a) Understanding issues and challenges faced by SDMAs in carrying out Disaster Management programmes, projects and functions.
- (b) Understanding how some SDMAs could make an effective intervention in the field of disaster management.
- (c) Identification of Best Practices.
- (d) How SDMAs can improve their structure and functioning for effective DRR intervention?
- (e) To suggest a policy framework for human resource management for SDMAs.
- (f) To ascertain requirements of various States with regard to DRR programmes and activities.
- (g) Delegation of powers to SDMA's and degree of autonomy to SDMAs for effective functioning.

3.3 Methodology and Scope of Work:

The proposed study shall be conducted by exploring the structure and functioning of different types of SDMAs and based on the findings, recommendations will be

shared with all States/ UTs. Eight (8) SDMAs will be selected based on their performance and secretariat backup in consultation with NDMA.

As per above selection, in order to prepare a policy framework for human resource management for SDMAs, the proposed study will focus on following:

- (a) Identify the SDMAs, giving logic for selection of SDMAs for study and seek NDMA's approval on the same.
- (b) Study of the structure and functioning of 8 SDMAs for their intervention in the field of disaster management. The Consulting firm will have to visit and interact with officers and senior functionaries of these SDMAs, and State Governments and other stakeholders. They will study the performance of the SDMAs and also find out the issues and challenges faced by them. Significance of Secretariat in performance of SDMAs also needs to be evaluated in the study.
- (c) Study on the related issues based on available secondary information, and primary data collection through visit to the SDMAs, discussions and interaction with Stakeholders.
- (d) Make recommendations in the form of a policy framework for SDMAs based on the study and including international best practices on above mentioned subject.

3.4 Deliverables:

The Consulting Firm will work under the overall guidance and supervision of the Expert Committee, to be constituted for the purpose, throughout the entire process. The Consulting Firm shall submit the following to the NDMA:

- (i) Inception report covering approach and methodology to be adopted for preparation of the policy framework. **This is to be submitted within one month from date of commencement of the assignment.**
- (ii) **Interim Report – 1**, covering findings and analysis of discussions held with the first batch of four (4) SDMAs and other Stakeholders, as mentioned above and also from secondary sources **within four months after award of work**. The report should (i) Identify the strengths & weaknesses, strategies and other parameters of SDMAs and how they can enhance their performance, based on their interactions with SDMAs, (ii) Broad understanding of issues and challenges pertaining to the subject and how to overcome them and (iii) preliminary recommendations.
- (iii) **Interim Report – 2**, covering findings and analysis of discussions held with the next batch of 4 SDMAs and other Stakeholders, as mentioned above and also from secondary sources **within seven months after award of work**. The report should (i) Identify the strengths & weaknesses, strategies and other parameters of SDMAs and how they can enhance their

performance, based on the interactions with SDMAs, (ii) Broad understanding of issues and challenges pertaining to the subject and how to overcome them and (iii) preliminary recommendations.

- (iv) A draft policy framework consisting of proposed organizational structure (for SDMA) and for different categories of States (Size, population, Hazard profile etc.) and human resource management for State Disaster Management Authorities (SDMAs). **This is to be submitted within nine month from date of commencement of the assignment.**
- (v) Incorporating the comments and suggestions of NDMA on draft report, a Final Policy Framework consisting of proposed organizational structure (for SDMA) and for different categories of States (Size, population, Hazard profile etc.) and human resource management for SDMAs. **This is to be submitted within one month from the date comments and suggestions are given by NDMA.**

3.5 Reporting and Supervision: All the reports, Inception, Interim, Draft and Final, will be examined by the Expert Committee to be constituted for this purpose and other senior officials of NDMA. The Consulting Firm may be requested to attend the meeting of the Committee, as and when needed and comments and inputs of NDMA will be shared with the Consulting Firm in due course of time. The Consulting Firm will be required to revise the interim and draft reports based on the comments/ suggestions/ observations of the Committee/NDMA and submit the same to NDMA for acceptance.

3.6 Requirements (Expertise and Qualifications):

A. Consulting Firm

- a. The Consulting Firm should preferably have experience of 10 years and should have conducted a minimum of 5 similar studies with State/ Central Government or private sector. The studies conducted in disaster risk reduction, training on disaster management issues, preparation of plans, SOPs etc, will also be considered for said purpose.
- b. The Consulting Firm with prior experience of conducting such study with Government agency will be given additional weightage.
- c. The Consulting Firm should have a team of experienced professionals from the relevant fields relating to the subject matter of the proposed study. The Consulting Firm should engage adequate team of professionals having expertise on, but not limited to, organizational management, disaster management, social sciences, financial matters, legal issues etc.
- d. Any change in team should be with prior permission of NDMA.

B. Experts

- a. Team Leader / Organisational Management Expert – The Team Leader for the project should be an organizational management expert. He should possess MBA degree from a recognized institution with at least 15 years of experience in the field of organisational management.
- b. Disaster Management Expert – The team should have one expert on disaster management. He should hold a Post-Graduate degree in relevant discipline with minimum of 10 years of experience of working in the field of disaster management.
- c. Social Science Expert – There should be a Social Science Expert with good understanding of socio-economic and developmental issues. He should have a Post-Graduate degree in Social Science / Sociology / Social Work with minimum experience of 10 years of working with social sector.
- d. Financial Expert – The team should comprise of a Financial Expert with good understanding of financial management. He should be an MBA with specialization in finance or a qualified Chartered Accountant with minimum experience of 10 years of working in financial sector.
- e. Legal Expert - There should be a Legal Expert with good understanding of legal issues of government organizations. He should have a degree in Law with minimum experience of 10 years of in legal sector.
- f. Other Experts - The agency may engage other experts as it deems necessary for the project.

3.7 Requirement for submission of Proposal:

- a. The Consulting Firm should have GST registration.
- b. The Consulting Firm should be registered with Central/ State Government.
- c. The Consulting Firm has not been debarred / blacklisted by any of the Govt. Institutions.
- d. The Consulting Firm should have minimum annual average turnover of Rs. 60 Lakh (Rupees Sixty Lakh) for the last three years (i.e. from FY 2016 – 17 onwards). **This may be exempted for academic, research institutions etc.**

3.8 NDMA will have sole Intellectual Property Rights on the study and policy framework so developed.

3.9 Payment Schedule:

The payment for the work shall be paid as per the Schedule given below :

S. No.	Milestones	Percentage of the lump sum contract price
1.	On submission of Inception Report	15%
2.	On submission of Interim Report - I	20%
3.	On submission of Interim Report - II	20%
4.	On submission of final Draft of Policy Framework incorporating suggestions of the Expert Committee	35%
5.	On submission and acceptance of Final Policy Framework	10%

4 Bid Evaluation Criteria and Selection Procedure :

4.1 A two-bid procedure shall be adopted by the evaluation committee in evaluating the proposals: Please refer Quality and Cost Based Selection (QCBS) method in the Manual of Procurement of Consultancy and Other Services, 2017.

4.2 Technical Bids shall be first opened and evaluated. The attendance of the consulting firms at the opening of Technical Bids is optional, but it shall be recorded and signed by all present.

4.3 The Evaluation Committee of NDMA shall evaluate the Technical Bids on the basis of the responses to the scope of work applying the evaluation criteria, sub-criteria, and point system specified as under:

S. No.	Criteria	Maximum Marks
1	Consulting firm's experience (No. of years from the first relevant project) -Five marks for 10 years experience (Half mark for each year of experience). – One mark for each additional year of experience after 10 years experience, subject to a maximum of 5 marks.	10
2	Project Team (Marks will be given for team composition, expertise and experience of team members in relevant field) (a) Team Leader – 15 marks (Half mark for each year of experience subject to maximum of 10 marks. 5 marks shall be assigned for experience in relevant field.) (b) Team Members – 40 marks [10 marks each for experts, subject to maximum of 40 marks. Out of 10 marks assigned for each expert, maximum of 5 marks will be for experience (Half mark for each year of experience) and 5 marks will be for	55

	experience in relevant field]	
3	Experience of Consulting firm in conducting similar assignments/ studies with State or Central Government – 1 mark for each project subject to a maximum of 10 marks.	10
4	Presentation by the Consulting firm in Approach & Methodology before the expert committee constituted for the purpose by NDMA.	25
	Total	100

4.4 After opening of the technical bid, the consulting firm having necessary qualification and expertise shall be invited at notified time and date to make presentations before the Expert Committee constituted for the purpose by NDMA.

4.5 The Technical proposal should score at least 60 percent points to be considered responsive for financial evaluation. A technical proposal failing to achieve 60% marks shall be rejected. The technical bid will be allotted a weightage of 70% in total score.

4.6 The decision of the NDMA with regard to selection of consulting firm will be final and binding and no communication in this regard will be entertained.

4.7 After the technical evaluation is completed, NDMA shall inform in writing to the consulting firms (having scored minimum Qualifying Score (QS) of 60) the time and location for opening the Financial Bids. The attendance of the consulting firms at the opening of Financial Bids is optional, but it shall be recorded and signed by all present.

4.8 Financial Bids shall be opened only of the consulting firms who have secured the minimum QS of 60 in the technical proposal, publicly in the presence of the consulting firms / representatives who choose to attend. These Financial Bids of the Consulting firms shall be recorded. The Financial Bids will be allotted a weightage of 30%. The Bid with lowest cost shall be given a Cost Score (CS) of 100 and other bids would be given CS that is inversely proportional in relation to their prices.

4.9 The 'Total Score' (TS) for each consulting firm will be calculated by weighing the respective Quality Score (QS) and Cost Scores (CS) as per the formulae (TS = 0.7 x QS + 0.3 x CS). On the basis of combined weighted score for quality and cost, the consulting firms shall be ranked in terms of total score obtained. The bid obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the bids securing lesser score as H2, H3, etc. The consulting firm securing H1 ranking shall be awarded the work with the approval of the competent authority.

4.10 The cost of preparing the proposal and incidental expenses shall not be reimbursable as a cost of assignment.

5. **Standard formats for technical and financial proposal** : Given at Annexure – II and Annexure – III respectively.

6. **Proposed Contract terms** : Given at Annexure – IV.

7. **Procedure to be followed for review of the progress of the work and review of the final draft report.** The Consulting firm shall keep NDMA informed on the progress of work on monthly basis. The Consulting firm shall share the draft documents for comments by the Committee formed by NDMA for this purpose. The representative of consulting firm along with the team shall attend the meeting of the Expert Committee constituted for this purpose, as and when required and make necessary changes in the draft policy framework as per the suggestion given in the meeting.

8. **Award of Contract** :

8.1 The bid will be valid for 180 days from the date of submission.

8.2 On completion of the process of selection, the consulting firm selected shall be awarded the contract by issuing the letter of award (LOA). Within 30 days of LOA the consultancy/ firm should execute a contract with NDMA. The date of signing of contract by NDMA shall be the deemed date of commencement of the assignment and shall be completed as per the period stipulated in the contract.

8.3 The charges will be inclusive of taxes, cesses, etc as per the applicable Indian laws.

8.4 The successful consulting firm will be required to submit the performance security in the form of an DD/FDR/BG from the commercial bank for an amount equal to 7% of the value of the contract within 15 days of signing the contract otherwise the study will be awarded to the consulting firm scoring second highest marks. The performance security should remain valid for a period of 60 days beyond the date of completion of contractual obligations of the consulting firm.

8.5 The successful firms/ organization cannot sublet the assignment to other individual/firms/organizations without prior approval of the NDMA.

9. **Liquidated Damages**

For any delay on the part of the firm, liquidated damages would be levied at the rate of 0.5% of the contract value per week and part thereof subject to a maximum of 10% of the total contract value.

10. **Termination**

The NDMA may, without prejudice to any other remedy available for breach of any conditions of the agreement, by a written notice of 30 calendar days issued to the consulting firm, terminate the Agreement under failure to properly utilize the amount paid by NDMA or in the event of appropriate progress not being made in the project.

11. **Rights and Ownership/Technology Transfer and Utilization**

The know-how generated from the project will be the property of NDMA. It shall be the responsibility of Consulting firm to take necessary action for protection of the intellectual property arising out of the Project through proper instruments, such as patents, copyrights, etc.

12. Secrecy

It is hereby agreed that the Consulting firm shall not disclose information and data collected to others.

13. Arbitration

13.1 In the event of any question, dispute or difference arising under this Agreements, or in connection thereof, except as to matter, the decision of which is specifically provided elsewhere under the Agreement, the same shall be referred to an Arbitrator Tribunal, herein after Called "TRIBUNAL" consisting of sole Arbitrator to be appointed upon nomination made by Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India.

13.2 The venue of Arbitration shall be New Delhi or anywhere in India, as may be fixed by the TRIBUNAL. The Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996 as amended or replaced from time to time.

14. Governing Law

This Contract shall be governed by the Indian Laws for the time being in force.

Procedure for submission of Proposal

The tender document can be downloaded from CPP website <http://eprocure.gov.in> or NDMA's website at <http://www.ndma.gov.in/en/tenders.html> and Sealed Technical & Financial Proposals (separate) should be dropped by hand in the tender box kept in the reception of NDMA or sent by post at the following address:-

Deputy Secretary (PP),
National Disaster Management Authority,
NDMA Bhawan,
Room no. 326, A-1, Safdarjung Enclave,
New Delhi – 110029
Phone: 011-26701840

(i) All the documents as mentioned in tender document should be submitted with bid. The Technical bid and financial bid should be sealed by the bidder in separate covers duly super-scribed and initialed across the seal and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed. The Outer Envelope must further be clearly marked: **'BID FOR Preparation of a policy framework for human resource management for State Disaster Management Authorities (SDMAs)'** and **'DO NOT OPEN EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE'**.

(ii) The covering letter to be submitted by the bidder along with technical bid should be as per format given Annexure VI.

(iii) Financial Bid should contain any cost information whatsoever and should have the detailed price offer for the consultancy services. The cost quoted by the consulting firms shall be valid for a period of 6 months beginning from the date of last of submission of the RFP by the consulting firms.

(iv) Bids not submitted in the prescribed format shall be rejected straight away.

(v) The financial bid should contain total cost of the project including all taxes.

(vi) All the annexures attached should be filled and duly signed.

(vii) NDMA shall not be responsible for any delay in submission of the Bids. Any bid received by the NDMA after the deadline shall not be accepted.

(viii) Bidders who download the tender from the Central Public Procurement Portal (CPPP) website <http://eprocure.gov.in> / NDMA website <http://www.ndma.gov.in> shall not tamper/modify the tender form in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would

be forfeited and bidder is liable to be banned from doing business with NDMA in future.

(ix) Intending bidders are advised to visit CPPP website <http://eprocure.gov.in> / NDMA website <http://www.ndma.gov.in> at least three days prior to closing date of submission of tender for any corrigendum/addendum/amendment.

Bid security (Earnest Money)

(i) The bidder will submit **an EMD of Rupees One Lakh fifty thousand only** in original to Deputy Secretary (PP), National Disaster Management Authority, Room no. 326, NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi – 110029 on or before the closing date and time of the bid submission. As per GFR Rule 170, the EMD may be in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial bank in an acceptable form in favour of **DDO,NDMA**. The bid security should remain **valid for a period of 45 days** beyond the final bid validity period.

(ii) Bid securities of the unsuccessful bidder shall be returned to them after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

Performance Security

(i) Performance security shall be given by the successful bidder before award of the contract. Performance Security shall be for an amount of 7 % of the value of the contract. Performance Security may be furnished in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank in an acceptable form as per the format at Annexure – V in favour of DDO,NDMA. The Bank Guarantees issued by Any Indian Nationalized Bank or Bank approved by RBI would be accepted.

(ii) Performance Security remains **valid for a period of sixty days** after the date of completion of all contractual obligations of the contractor including warranty obligations.

(iii) Bid security shall be refunded to the successful bidder on receipt of Performance Security, provided the performance security is furnished as required, above, in full.

ANNEXURE-II

Technical Bid for Preparation of ‘Preparation of a policy framework for human resource management for State Disaster Management Authorities (SDMAs)’

1. Name of the Consulting firm:
2. Address, Phone / Fax, E-mail :
3. Name and contact details of nodal officer for the work:
4. Year of establishment of consulting firm (**with documentary proof**) :
5. Registration Details (**with documentary proof**):
6. GST No. (**with documentary proof**) :
7. Self Certification that they have not been debarred / blacklisted by any of the Govt. Institution
8. Year – wise annual turnover details for the last three years (i.e. from FY 2016 – 17 onwards) in the format given below, supported by certified copies of Balance Sheet and Profit/ Loss account, if applicable {refer para 3.7 (d) of RfP }.

Sl. No.	Financial Year	Annual Turnover
1	2016-17	
2	2017-18	
3	2018-19	

Team Composition (Documentary proof for qualification and experience of professionals to be submitted) :-

Name of the Professional to be involved	Designation	Professional Qualification & Specialization	Experience after professional qualification/ specialization	Experience in the relevant field – along with details of work done
1	2	3	4	5

9. List of completed and current projects of similar nature and brief description of the services performed*. (Documentary proof about work assigned to them must be submitted).

Name of the Client	Title of the Project	Sponsoring authority of the project	Cost of Project	Date of award of Project	Date of completion (In case of completed projects/status of ongoing projects)	Remarks/ Brief description of the services performed

10. A brief profile of the Consulting Firm.
11. Documents as above **must be submitted** along with Bid.

* Additional sheets may be used to provide required details.

Annexure – III

To
Ms. Alice Kujur,
Deputy Secretary, PP
National Disaster Management Authority
Room No. 326, NDMA Bhawan, A-1,
Safdarjung Enclave, New Delhi -110029

Subject : Financial Bid for preparation of ‘Preparation of a policy framework for human resource management for State Disaster Management Authorities (SDMAs)’ (to be submitted in separate sealed cover otherwise Bid will be rejected).

Financial Proposal

Total cost of the project including all charges / taxes : (In words _____). Break-up of the cost is as under:

Sl.	Particulars	Amount	GST	Amount (including GST)
1						
2						
3						
...						
...						
					Total Cost of project	

Date _____
Place _____

Signature-----
Name _____

Seal of organization_____

Proposed Terms and Conditions for the Contract Agreement for Preparation of a policy framework for human resource management for State Disaster Management Authorities (SDMAs)

1 Background:

The Disaster Management Act 2005 delineates a three-tier structure for disaster management in the country. Institutional and functional structure of disaster management has been described in the Act at National, State and District level. Section 14 to 24 of the Act describes various aspects relating to SDMAs, which clearly lay down their structure, functioning and roles & responsibilities towards effective disaster management in respective State/UT.

To perform the functions at national level for implementation of its policies and guidelines, SDMAs are an important link between national level policy making body and district level executing agencies. They play important role in transforming policies in to action. Despite this important position and roles of SDMAs, they are functioning at different levels in different States. There is no uniformity in structure and functioning of SDMAs and hence they operate at different levels, whereas threats of one or multiple disasters are largely similar for them. While some SDMAs are very active some are yet to make effective intervention.

2 Objectives:

Disasters faced by different states may be different but it is true that, in India, all states are vulnerable to one or more disasters. While disaster threats are similar, capacity of states to manage them varies significantly from one state to other. There is a need to understand why some states are performing well and why others have not yet come up to that level. The objective is to prepare a policy framework for the organizational structure and human resource for State Disaster Management Authorities (SDMAs), based on international best practices and in depth study of the functioning of the SDMAs. Objectives of the proposed study include:

- (a) Understanding issues and challenges faced by SDMAs in carrying out Disaster Management programmes, projects and functions.
- (b) Understanding how some SDMAs could make an effective intervention in the field of disaster management.
- (c) Identification of best practices.
- (d) How SDMAs can improve their structure and functioning for effective DRR intervention?
- (e) To suggest a policy framework for human resource management for SDMAs.
- (f) To ascertain requirements of various States with regard to DRR programmes and activities.
- (g) Delegation of powers to SDMA's and degree of autonomy to SDMAs for effective functioning.

3 Methodology and Scope of Work:

The proposed study shall be conducted by exploring the structure and functioning of different types of SDMAs and based on the findings, recommendations will be shared with all States/UTs. Eight (8) SDMAs will be selected based on their performance and secretariat backup in consultation with NDMA

As per above selection, in order to prepare a policy framework for human resource management for SDMAs, the proposed study will focus on following:

- (a) Identify the SDMAs, giving logic for selection of SDMAs for study and seek NDMA approval on the same.
- (b) Study of the structure and functioning of 8 SDMAs for their intervention in the field of disaster management. The Consulting firm will have to visit and interact with officers and senior functionaries of these SDMAs, and State Governments and other stakeholders. They will study the performance of the SDMAs and also find out the issues and challenges faced by them. Significance of Secretariat in performance of SDMAs also needs to be evaluated in the study.
- (c) Study on the related issues based on available secondary information, and primary data collection through visit to the SDMAs, discussions and interaction with Stakeholders.
- (d) Make recommendations in the form of a policy framework for SDMAs based on the study and including international best practices on above mentioned subject.

4 Deliverables:

The Consulting Firm will work under the overall guidance and supervision of the Expert Committee, to be constituted for the purpose, throughout the entire process. The Consulting Firm shall submit the following to the NDMA:

- (i) **Inception report** covering approach and methodology to be adopted for preparation of the policy framework. **This is to be submitted within one month from date of commencement of the assignment.**
- (ii) **Interim Report – 1**, covering findings and analysis of discussions held with the first batch of four (4) SDMAs and other Stakeholders, as mentioned above and also from secondary sources **within four months after award of work.** The report should (i) Identify the strengths & weaknesses, strategies and other parameters of SDMAs and how they can enhance their performance, based on the interactions with SDMAs, (ii) Broad understanding of issues and challenges pertaining to the subject and how to overcome them and (iii) preliminary recommendations.

- (iii) **Interim Report – 2**, covering findings and analysis of discussions held with the next batch of 4 SDMAs and other Stakeholders, as mentioned above and also from secondary sources **within seven months after award of work**. The report should (i) Identify the strengths & weaknesses, strategies and other parameters of SDMAs and how they can enhance their performance, based on the interactions with SDMAs, (ii) Broad understanding of issues and challenges pertaining to the subject and how to overcome them and (iii) preliminary recommendations.
- (iv) **A draft policy framework** consisting of proposed organizational structure (for SDMA) and for different categories of States (Size, population, Hazard profile etc.) and human resource management for State Disaster Management Authorities (SDMAs). **This is to be submitted within nine month from date of commencement of the assignment.**
- (v) Incorporating the comments and suggestions of NDMA on draft report, a **Final Policy Framework** consisting of proposed organizational structure (for SDMA) and for different categories of States (Size, population, Hazard profile etc.) and human resource management for SDMAs. **This is to be submitted within one month from the date comments and suggestions are given by NDMA.**

5 Reporting and Supervision: All the reports, Inception, Interim, Draft and Final, will be examined by the Expert Committee constituted for this purpose and other senior officials of NDMA. The Consulting Firm may be requested to attend the meeting of the Committee, as and when needed and comments and inputs of NDMA will be shared with the Consulting Firm in due course of time. The Consulting Firm will be required to revise the interim and draft reports based on the comments/ suggestions/ observations of the Committee/NDMA and submit the same to NDMA for acceptance.

6 Requirements (Expertise and Qualifications):

A. Consulting Firms

- a. The Consulting Firm should have a team of experienced professionals from the relevant fields relating to the subject matter of the proposed study. The Consulting Firm should engage adequate team of professionals having expertise on, but not limited to, organizational management, disaster management, social sciences, financial matters, legal issues etc.
- b. Any change in team should be with prior permission of NDMA.

B. Experts

- a. Team Leader / Organizational Management Expert – The Team Leader for the project should be an organizational management expert. He should

possess MBA degree from a recognized institution with at least 15 years of experience in the field of organizational management.

- b. Disaster Management Expert – The team should have one expert on disaster management. He should hold a Post-Graduate degree in relevant discipline with minimum of 10 years of experience of working in the field of disaster management.
- c. Social Science Expert – There should be a Social Science Expert with good understanding of socio-economic and developmental issues. He should have a Post-Graduate degree in Social Science / Sociology / Social Work with minimum experience of 10 years of working with social sector.
- d. Financial Expert – The team should comprise of a Financial Expert with good understanding of financial management. He should be an MBA with specialization in finance or a qualified Chartered Accountant with minimum experience of 10 years of working in financial sector.
- e. Legal Expert - There should be a Legal Expert with good understanding of legal issues of government organizations. He should have a degree in Law with minimum experience of 10 years of in legal sector.
- f. Other Experts - The agency may engage other experts as it deems necessary for the project.

6.1. NDMA will have sole Intellectual Property Rights on the study and policy framework so developed.

6.2. Payment Schedule:

The payment for the work shall be paid as per the Schedule given below :

S. No.	Milestones	Percentage of the lump sum contract price
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5.	On submission and acceptance of Final Policy Framework	10%

7. Procedure to be followed for review of the progress of the work and review of the final draft report. The Consulting firm shall keep NDMA informed on the progress of work on monthly basis. The Consulting firm shall share the draft documents for comments by the Committee formed by NDMA for this purpose. The representative of consulting firm along with the team shall attend the meeting of the Expert Committee constituted for this purpose, as and when required and make necessary changes in the draft policy framework as per the suggestion given in the meeting.

8. Award of Contract :

- a. On completion of the process of selection, the consulting firm selected shall be awarded the contract by issuing the letter of award (LOA). Within 30 days of LOA the consultancy/ firm should execute a Contract with NDMA. The date of signing of Contract by NDMA shall be the deemed date of commencement of the assignment and shall be completed as per the period stipulated in the contract.
- b. The charges will be inclusive of taxes, cesses, etc as per the applicable Indian laws.
- c. The successful consulting firm will be required to submit the performance security in the form of an DD/FDR/BG from the commercial bank for an amount equal to 7% of the value of the contract within 15 days of signing the contract otherwise the study will be awarded to the consulting firm scoring second highest marks. The performance security should remain valid for a period of 60 days beyond the date of completion of contractual obligations of the consulting firm.
- d. The successful firms/ organization cannot sublet the assignment to other individual/firms/organizations without prior approval of the NDMA.

9. Liquidated Damages

For any delay on the part of the firm, liquidated damages would be levied at the rate of 0.5% of the contract value per week and part thereof subject to a maximum of 10% of the total contract value.

10. Termination

The NDMA may, without prejudice to any other remedy available for breach of any conditions of the agreement, by a written notice of 30 calendar days issued to the consulting firm, terminate the Agreement under failure to properly utilize the amount paid by NDMA or in the event of appropriate progress not being made in the project.

11. Rights and Ownership/Technology Transfer and Utilization

The know-how generated from the project will be the property of NDMA. It shall be the responsibility of Consulting firm to take necessary action for protection of the intellectual property arising out of the Project through proper instruments, such as patents, copyrights, etc.

12. Secrecy

It is hereby agreed that the Consulting firm shall not disclose information and data collected to others.

13. Arbitration

13.1 In the event of any question, dispute or difference arising under this Agreements, or in connection thereof, except as to matter, the decision of which is specifically provided elsewhere under the Agreement, the same shall be referred to an Arbitrator Tribunal, herein after Called "TRIBUNAL" consisting of sole Arbitrator to

be appointed upon nomination made by Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India.

13.2 The venue of Arbitration shall be New Delhi or anywhere in India, as may be fixed by the TRIBUNAL. The Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996 as amended or replaced from time to time.

14. Governing Law

This Contract shall be governed by the Indian Laws for the time being in force.

IN WITNESS WHERE OF the parties hereto have signed sealed and delivered the Agreement on the day, month and year above written in presence of:-

Signed by:-

(With Name, Designation and Seal)
(For and on behalf of Consulting firm)

1. Witness _____
(Name and Designation)

2. Witness _____
(Name and Designation)

Signed by:-
(With Name, Designation and Seal)
(For and on behalf of NDMA)

1. Witness _____
(Name and Designation)

2. Witness _____
(Name and Designation)

BANK GUARANTEE FORMAT

1. In consideration of NDMA having agreed to exempt _____ (hereinafter called the said Service Provider(s) from the demand of security deposit/earnest money of Rs _____/- on production of Bank Guarantee for Rs _____/- for the due fulfillment by the said service provider of the terms and conditions to be contained in an Agreement in connection with the contract for the supply of _____ we, (name of the bank) _____ (hereinafter referred to as “the bank”) at the request of _____ service provider’s do hereby undertake to pay to NDMA an amount not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by NDMA by reason of any breach by the said service provider’s of any terms & conditions contained in the said agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from NDMA stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by NDMA reason of breach by the said service provider’s of any of the terms & conditions contained in the said agreement or by reason of the service providers failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of NDMA in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____/- (Rs.in words)

3. We undertake to pay to NDMA, any money so demanded notwithstanding any disputes raised by the service provider(s)/suppliers in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s) /supplier(s) shall have no claims against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee therein contained shall remain in force and effect immediately for a period of _____ **months** from date herein and further agree to **extend the same from time to time** so that it shall continue to be enforceable till all the dues of NDMA under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till NDMA certifies that the terms & conditions of

the said agreement have been fully and properly carried out by the said service provider(s) and accordingly discharges this guarantee.

5. We (name of the bank) _____ further agree with NDMA that NDMA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by NDMA, against the said service provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider(s) or for any forbearance, and or any omission on the part of NDMA, or any indulgence by NDMA, to the said service provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the bank or the service provider(s) /supplier(s).
7. This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by NDMA.

Dated: _____

For _____

(Indicating the name of the Bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the Stamp Act.

Covering Letter (Undertaking to be submitted along with Technical Bid)

Date:

Place:

To,

Ms. Alice Kujur

Deputy Secretary, PP Division,

National Disaster Management Authority

A-1, Safdarjung Enclave

New Delhi – 110029

Sub: **'Preparation of a policy framework for human resource management for State Disaster Management Authorities (SDMAs)'**

Dear Madam,

Please find enclosed Bid in respect of selection of the bidder for 'Preparation of a policy framework for human resource management for State Disaster Management Authorities (SDMAs)' in respect to your letter no.....Dated.....20.....

We hereby confirm the following:

1. The Bid is being submitted by ----- (name of the Bidding Company) who is the bidder, bidding for selection in accordance with the conditions stipulated in the RFP Document.
2. We have examined in detail and have understood, and abide by all the terms and conditions stipulated in the RFP Document issued by the NDMA and in any subsequent communication sent by the NDMA. Our Bid is consistent with all the requirement of submission as stated in the RFP Document or in any of the subsequent communications from the NDMA.
3. The information submitted in our Bid is complete, is strictly as per the requirement as stipulated in the RFP Document, and is correct to the best of our knowledge and understanding.

Date _____

Signature-----

Place_____

Name_____

Seal of organization_____

CERTIFICATE BY HEAD OF ORGANIZATION

It is certified that:

- 1. The information given above is TRUE to the best of my knowledge. The organization shall stand liable for any information given above which is later found to be FALSE, including the forfeiture of any payment due to it.**
- 2. The professionals/ staff facilities mentioned in this bid shall be made available for this project in due time.**
- 3. The Consulting firm is fully equipped to handle this assignment and would implement this task in due time for NDMA.**
- 4. I am competent to sign this Certificate.**

Date:

Place:

Seal of the Organization:

Authorized Signatory

Name:

Designation

<u>Important Details about Tender (annexure- VIII)</u>	
1	<p>Technical bid (Necessary Qualifying Conditions): It should contain original /self-attested copies of below mentioned documents. Non submission of any of these document may result in cancellation of bid::</p> <p>(a) Proofs in respect of Expertise and Qualification as mentioned in clause 3.6 (a), (b), (c - list of professionals).</p> <p>(b) GST No. along with documentary proof of GST Registration</p> <p>(c) Proof of registration with Central / State Government.</p> <p>(d) Undertaking that the consulting firm has not been debarred / blacklisted by any of the Govt. Institutions.</p> <p>(e) Duly filled and signed proforma given at annexure – II</p> <p>(f) Proof of establishment / registration of the consulting firm.</p> <p>(g) Duly filled and signed performa for undertaking given at annexure (covering letter) – VI</p> <p>(h) Duly filled and signed Certificate (format) given at annexure – VII</p>
2	<p>Financial bid: Duly filled and signed performa given at annexure –III (this performa has to be kept in financial bid cover only, should not be kept it in technical bid cover)</p>
3	<p>Tender Value : Rs. 65,00,000/- (approx.)</p>
4	<p>EMD: Rs. 1,50,000/- in form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial bank in an acceptable form in favour of DDO,NDMA.</p>
5	<p>Bid Validity: 180 days</p>
6	<p>Period of work: 10 months (approx.) as per clause 3.4</p>
7	<p>Tender Inviting Authority: Deputy Secretary (PP) Address: Room no. 326, NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi-110029</p>

Consulting Firms found eligible during scrutiny of applications received from them at the stage of Expression of Interest sought by NDMA for the purpose of 'Preparation of a policy framework for human resource management for State Disaster Management Authorities (SDMAs)'

S. No.	Name and address of the consulting firm
(i)	JPS Associates (P) Ltd., Delhi
(ii)	Knowledge Links Pvt. Ltd., Ghaziabad, Uttar Pradesh
(iii)	KPMG India Services LLP, Mumbai
(iv)	Tata Institute of Social Sciences, Mumbai, Maharashtra
(v)	PricewaterhouseCoopers (PwC) Pvt. Ltd. , Gurgaon, Haryana
